

EXHIBIT “A”

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet
BEAVER COUNTY

For Prothonotary Use Only:

Docket No:

11358 2018

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

Complaint Writ of Summons
 Transfer from Another Jurisdiction Petition
 Declaration of Taking

Lead Plaintiff's Name:

PITTSBURGH LOGISTICS SYSTEMS, INC.

Lead Defendant's Name:

MRE-MONEY RUNNING ENTERPRISE, LLC

Are money damages requested? Yes NoDollar Amount Requested: within arbitration limits
 (check one) outside arbitration limitsIs this a Class Action Suit? Yes NoIs this an MDJ Appeal? Yes No

Name of Plaintiff/Appellant's Attorney: BENJAMIN J. STEINBERG, ESQUIRE

 Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other:

CONTRACT (do not include Judgments)

Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

Employment Dispute: Discrimination
 Employment Dispute: Other

Other:
BREACH OF CONTRACT/ NEGLIGENCE

CIVIL APPEALS

Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

Zoning Board
 Other:

TS

MASS TORT

Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other:

REAL PROPERTY

Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other:

MISCELLANEOUS

Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations
 Restraining Order
 Quo Warranto
 Replevin
 Other:

PROFESSIONAL LIABILITY

Dental
 Legal
 Medical
 Other Professional:

FORM OF COVER SHEET FOR COMPLAINT

Court of Common Pleas of Beaver County
Civil Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

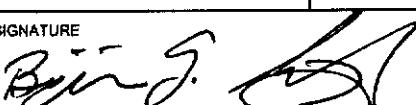
11358 2018

PLAINTIFF'S NAME PITTSBURGH LOGISTICS SYSTEMS, INC.	DEFENDANT'S NAME MRE - MONEY RUNNING ENTERPRISE, LLC d/b/a MRE TRUCKING
PLAINTIFF'S ADDRESS 3120 UNIONVILLE ROAD, SUITE 100 CRANBERRY TWP., PA 16066	DEFENDANT'S ADDRESS 900 CROWNE SPRINGS CIRCLE, LOUISVILLE, KY 40241
PLAINTIFF'S NAME	DEFENDANT'S NAME PROGRESSIVE CASUALTY INSURANCE COMPANY
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 6300 WILSON ROAD, MAYFIELD VILLAGE, OH 44143
PLAINTIFF'S NAME	DEFENDANT'S NAME COVERWALLET, INC.
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 100 AVENUE OF THE AMERICAS, FLOOR 16 NEW YORK, NY 10013

TOTAL NO. OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 3	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$25,000 or Less <input checked="" type="checkbox"/> Over \$25,000	CASE TYPE <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Partition <input type="checkbox"/> Medical Malpractice <input type="checkbox"/> Ejectment <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Other Professional Liability <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Replevin <input type="checkbox"/> Product Liability <input type="checkbox"/> Quiet Title <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> Other <u>Negligence</u> <input type="checkbox"/> Domestic Relations <input type="checkbox"/> <input type="checkbox"/> Divorce <input type="checkbox"/> <input type="checkbox"/> Custody
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TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: (or Pro Se Litigant) Papers may be served at the address set forth below		
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY (OR PRO SE LITIGANT) BENJAMIN J. STEINBERG		ADDRESS (SEE INSTRUCTIONS) MYERS LAW GROUP, LLC 17025 PERRY HWY., WARRENDALE, PA 15086

PHONE NUMBER 724-778-8800	FAX NUMBER 724-779-9650	EMAIL ADDRESS BENJAMIN@JPMYERSLAW.COM
SIGNATURE 	SUPREME COURT IDENTIFICATION NO. 308777	DATE 10/16/2018

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

**PITTSBURGH LOGISTICS
SYSTEMS, INC.,**

Plaintiff,

vs.

**M R E - MONEY RUNNING
ENTERPRIZE, LLC (D/B/A MRE
TRUCKING); PROGRESSIVE
CASUALTY INSURANCE COMPANY;
and COVERWALLET, INC.,**

Defendants.

CIVIL DIVISION

CASE NO.: 11358 2018

COMPLAINT IN CIVIL ACTION

**Filed on Behalf of: Plaintiff:
PITTSBURGH LOGISTICS SYSTEMS,
INC.**

**Counsel of Record for this
Party:**

Jeffrey P. Myers, Esquire
Pa. I.D. No. 90677

Benjamin J. Steinberg, Esquire
Pa. I.D. No. 308777

Myers Law Group, LLC
17025 Perry Highway
Warrendale, PA 15068
724-778-8800 (Telephone)
724-934-6822 (Facsimile)

BEAVER COUNTY, PA
PROTHONOTARY
NANCY WERMER

2010 OCT 16 PM 1:28

FILED OR ISSUED

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

**PITTSBURGH LOGISTICS
SYSTEMS, INC.**

Plaintiff,

vs.

**M R E - MONEY RUNNING
ENTERPRIZE, LLC (D/B/A MRE
TRUCKING); PROGRESSIVE
CASUALTY INSURANCE COMPANY;
and COVERWALLET, INC.,**

Defendants.

CIVIL DIVISION

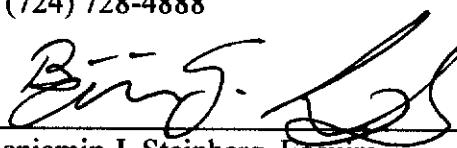
CASE NO.: 11358 2018

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Beaver County Bar Association
788 Turnpike Street
Beaver, PA 15009
Telephone: (724) 728-4888

By: 

Benjamin J. Steinberg, Esquire
Attorney for Plaintiff
17025 Perry Highway
Warrendale, PA 15086
(724) 778-8800

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

**PITTSBURGH LOGISTICS
SYSTEMS, INC.,**

Plaintiff,

vs.

**M R E – MONEY RUNNING
ENTERPRIZE, LLC (D/B/A MRE
TRUCKING); PROGRESSIVE
CASUALTY INSURANCE COMPANY;
and COVERWALLET, INC.,**

Defendants.

CIVIL DIVISION

CASE NO.: 11358

2018

**2018 OCT 16 PM 1:29
NANCY WERME
PROTHOMOLOGY
BEAVER COUNTY, PA**

FILED OR ISSUED

COMPLAINT IN CIVIL ACTION

AND NOW comes the Plaintiff, Pittsburgh Logistics Systems, Inc., by and through its undersigned counsel, Jeffrey P. Myers, Esquire, Benjamin J. Steinberg, Esquire, and the Myers Law Group, LLC, and files this Complaint against M R E – Money Running Enterprize, LLC d/b/a MRE Trucking, averring as follows:

1. Plaintiff, Pittsburgh Logistics Systems, Inc. (hereinafter “PLS”), is a Pennsylvania corporation with its principal place of business in Cranberry Township, Butler County, Pennsylvania.

2. PLS is a provider of third-party logistics services to customers in a wide array of industries. Among other services, PLS coordinates the transportation of freight between its customers and independent motor carriers to obtain efficiencies and cost-savings for its customers.

3. Defendant, M R E – Money Running Enterprize, LLC d/b/a MRE Trucking (hereinafter “MRE”), is a business entity with a business address of 9000 Crowne Springs Circle, Louisville, KY 40241.

4. Defendant, Progressive Casualty Insurance Company (hereinafter “Progressive”), is a corporate entity headquartered at 6300 Wilson Mills Road Mayfield Village, Ohio 44143.

5. Defendant, CoverWallet, Inc. (hereinafter "CoverWallet"), is a corporate entity with a business address of 100 Ave. of the Americas, Floor 16, New York, NY, 10013.

6. On or about June 15, 2018, MRE registered with PLS for the coordination of carrier services with third party shippers by completing a "Registration Form" and agreeing to PLS's "Carrier Terms of Use" (hereinafter collectively referred to as the "Agreement"), a copy of which is attached hereto as **Exhibit A**.

7. Pursuant to the terms of the Agreement, Plaintiff would coordinate shipments for MRE to transport goods by motor carrier for third parties.

8. The Carrier Terms of Use states, in pertinent part:

CARRIER recognizes that PLSPRO.com is providing a forum to facilitate transportation transactions and shall defend, indemnify, and hold harmless, PLSPRO.com from and against any loss, liability, damages, claims, fines, costs or expenses, including reasonable attorney's fees, arising from or relating to CARRIER'S operations for shipments awarded through this Site or breach or violation of any of the terms herein, including but not limited to:

- i. all losses, damages, expenses (including reasonable attorneys' fees and costs), actions and claims for injury to or death of persons and damage to property arising out of or in connection with the loading, handling, transportation, unloading or delivery of any shipments pursuant to these terms;
- ii. all losses, damages or expenses (including reasonable attorneys' fees and costs) incurred by PLSPRO.com from any failure by CARRIER to comply with these terms; and
- iii. all acts performed by CARRIER, its agents, independent contractors, employees or helpers arising out of or under these terms, including but not limited to criminal acts, gross negligence, and intentional or negligent conduct, in violation of any federal, state or local governmental law, rule or regulation.

Exhibit A at 9-10, Clause 17 (i)-(iii).

9. In accordance with PLS's carrier registration requirements, MRE submitted a Certificate

of Liability Insurance (hereinafter “Certificate”), attached hereto as **Exhibit B**, to Registry Monitoring Insurance Services, Inc. (hereinafter “RMIS”), the entity who monitors collection of carrier insurance certificates on behalf of PLS. The Certificate lists MRE as the Insured, Progressive as the Insurer, CoverWallet as the Agent and RMIS was listed as the Certificate Holder.

10. The Certificate submitted by MRE also listed coverage limits of \$100,000 for motor truck cargo and indicated that MRE’s policy was effective from February 16, 2018 through February 16, 2009. See Exhibit B; See also Exhibit A at 17-19.

11. On or about July 13, 2018, PLS retained the services of MRE to ship stainless steel tubes (hereinafter “Webco Goods”) from Houston, TX to Alloy Engineering Co., located in Wellington, OH, for PLS’s customer, a third party shipper, Webco Industries, Inc. (hereinafter “Webco”).

12. Thereafter, on or about July 16, 2018, MRE informed PLS that the aforementioned goods were not delivered to Alloy due to an alleged motor vehicle accident involving MRE’s truck, and that the Webco Goods had been towed to a tow yard; however, MRE was unable to provide to PLS the name of the wrecker service and provided inconsistent information as to where the accident allegedly occurred.

13. As a result of the aforementioned alleged accident, the Webco Goods were never delivered to Webco and the whereabouts of the Webco Goods are unknown.

14. Pursuant to the terms of the Agreement entered into by PLS and MRE, MRE contracted to hold harmless and indemnify PLS for any losses or damages that occurred during transportation of goods, which includes the Webco Goods.

15. In an attempt to recover the \$84,039.97 in damages caused by MRE to the Webco Goods, PLS submitted a claim to Progressive, including the Certificate, as well as information obtained from the Federal Motor Carrier Safety Administration and DAT Solutions, attached hereto as **Exhibit C**, which confirmed MRE’s insurance coverage with Progressive during the time of the alleged accident and the

loss and/or damage to the Webco Goods.

16. Despite PLS providing to Progressive the aforementioned information confirming MRE's insurance coverage with Progressive by PLS, *supra* at ¶ 15, Progressive denied said claim, refused to compensate PLS for the damages caused by its insured, MRE, and informed PLS that MRE did not hold valid coverage with Progressive to cover the loss of the Webco Goods. See Claim Denial Letter, attached hereto as **Exhibit D**.

17. While PLS requested documentation supporting MRE's lack of and/or cancellation of insurance coverage from Progressive, Progressive refused to supply any such documentation. Progressive also refused to provide PLS with the alleged cancellation date.

18. PLS also contacted CoverWallet to confirm insurance coverage for MRE. CoverWallet indicated that coverage had been canceled and that MRE was no longer their client, but did not provide any further information.

19. As a result of the lost and/or damaged Webco Goods, Webco has demanded payment from PLS in the amount of \$84,039.97.

20. This Court has original jurisdiction over this action pursuant to 42 Pa.C.S.A. § 931.

21. Venue is appropriate in the Court of Common Pleas of Beaver County pursuant to Pa. R. Civ. P. 1006 because, *inter alia*, the parties contractually agreed that “[i]n the event that litigation is initiated, the parties agree that exclusive venue for any such legal action shall lie only in the State Court located in Beaver County, Pennsylvania.” Exhibit A at p. 8, Clause 25, the parties contractually agreed that “[i]n the event that litigation is initiated, the parties agree that exclusive venue for any such legal action shall lie only in the State Court located in Beaver County, Pennsylvania.” Exhibit A, p. 11, Clause 29.

COUNT I – BREACH OF CONTRACT
PLS v. MRE

22. Plaintiff incorporates by reference the averments of Paragraphs 1 through 21, above, as though the same were full set forth herein.

23. The Agreement required MRE to hold harmless and indemnify PLS for all damages and losses occurring during transportation of goods.

24. MRE breached the Agreement by failing to pay for the Webco Goods that were damaged and/or lost while performing transportation services under the contract, specifically transporting the Webco Goods from .

25. This breach caused PLS to incur financial liability of at least \$84,039.97 in damages reasonably foreseeable to MRE.

WHEREFORE, PLS demands Judgment against MRE in the amount of \$84,039.97, together with reasonable attorney's fees, costs, interests, attorneys' fees and such other relief as this Court deems appropriate.

COUNT II – FRAUD
PLS v. MRE

26. Plaintiff incorporates by reference the averments of Paragraphs 1 through 25, above, as though the same were full set forth herein.

27. MRE made misrepresentations, as well as omissions of material fact, to PLS with regard to the status of its insurance coverage, with the intent to induce PLS to award MRE shipment of the Webco Goods load from Houston, TX to Wellington, OH (hereinafter the "Webco Job").

28. PLS justifiably relied on the aforementioned misrepresentation made by PLS in awarding MRE the Webco Job.

29. As a result of MRE's misrepresentations, as well as omissions of material fact, regarding

the status of MRE's insurance coverage, PLS suffered a detriment, specifically, incurring financial liability of at least \$84,039.97 in damages that is unrecoverable through an insurance claim MRE fraudulently led PLS to believe was available.

WHEREFORE, PLS demands Judgment against MRE in the amount of \$84,039.97, together with reasonable attorney's fees, costs, interests, attorneys' fees and such other relief as this Court deems appropriate.

COUNT III – NEGLIGENT MISREPRESENTATION
PLS v. MRE

30. PLS hereby incorporates Paragraphs 1 through 29, above, as though the same were set forth herein.

31. MRE made misrepresentations of material fact to PLS with regard to the status of its insurance coverage in claiming that it was covered by insurance when, in fact, it was not, in an effort to induce PLS to award MRE the Webco Job.

32. MRE knew, or ought to have known, of said misrepresentation and/or made said misrepresentation without knowledge as to its truth or falsity and/or under circumstances in which MRE ought to have known of its falsity, as MRE and/or its insurer(s), Progressive and/or CoverWallet, cancelled MRE's insurance coverage prior to PLS awarding MRE the Webco Job.

33. MRE made said misrepresentation of material fact regarding its insurance coverage status with the intent to induce PLS to award MRE the Webco job.

34. PLS justifiably relied on the aforementioned misrepresentation made by PLS in awarding MRE the Webco Job.

35. As a result of MRE's misrepresentation as to the status of its insurance, PLS suffered a detriment, specifically, incurring financial liability of at least \$84,039.97 in damages that is unrecoverable through any insurance claim.

WHEREFORE, PLS demands Judgment against MRE in the amount of \$84,039.97, together with reasonable attorney's fees, costs, interests, attorneys' fees and such other relief as this Court deems appropriate.

COUNT IV – NEGLIGENCE
PLS v. MRE

36. PLS hereby incorporates Paragraphs 1 through 35, above, as though the same were set forth herein.

37. MRE owed PLS a duty to transport the shipment of goods, specifically the Webco Goods, as set forth above, in a safe manner.

38. MRE breached that duty when it lost and/or damaged the Webco Goods during the process of delivering said goods and/or while said goods were in MRE's possession.

39. As a direct result of MRE's negligence, PLS sustained financial liability of at least \$84,039.97 in damages reasonably foreseeable to MRE.

WHEREFORE, PLS demands judgment against MRE in the amount of \$84,039.97, together with costs, interest, attorneys' fees and such other relief as this Court deems appropriate.

COUNT V – BAD FAITH CLAIM PURSUANT TO 42 Pa.C.S. § 8371
PLS v. PROGRESSIVE and COVERWALLET

40. PLS hereby incorporates Paragraphs 1 through 39, above, as though the same were set forth herein.

41. Neither Progressive nor CoverWallet had a reasonable basis for denying benefits to PLS under MRE's insurance policy with regard to the damage and/or loss to the Webco Goods caused by MRE.

42. Further, Progressive and CoverWallet knew of and/or recklessly disregarded their lack of a reasonable basis for denying PLS's claim.

43. Defendant insurers, Progressive and CoverWallet, acted in bad faith toward PLS due to

each of the above-listed Defendant's lack of a reasonable basis for denying benefits to PLS and said Defendants' knowledge of and/or reckless disregard of a reasonable basis for said denial.

44. As a direct result of the bad faith of both Progressive and CoverWallet, PLS was unable to recover, by way of the claim PLS submitted to Progressive, damages in the amount of \$84,039.97, which were caused by the negligence and/or willful actions of their insured, Defendant MRE.

WHEREFORE, PLS demands judgment against Progressive and CoverWallet in the amount of \$84,039.97, together with costs, interest, attorneys' fees and such other relief as this Court deems appropriate, including, but not limited to punitive damages pursuant to 42 Pa.C.S. § 8371.

COUNT VI – NEGLIGENCE
PLS v. PROGRESSIVE and COVERWALLET

45. PLS hereby incorporates Paragraphs 1 through 44, above, as though the same were set forth herein.

46. Progressive and/or CoverWallet has the duty to report the cancellation of insurance coverage of any motor carrier to the Federal Motor Carrier Safety Administration (hereinafter "FMCSA") pursuant to 49 CFR § 387.1, et seq.

47. Progressive and/or CoverWallet breached its duty by failing to report the cancellation of MRE's insurance coverage to the FMCSA in a timely manner.

48. The failure of Progressive and/or CoverWallet to report the cancellation of MRE's insurance coverage to the FMCSA in a timely manner prohibited PLS from obtaining this information prior to awarding MRE the Webco Job.

49. As a direct result of the above-listed Defendants' negligence in failing to report the cancellation of MRE's insurance coverage to the FMCSA in a timely manner, PLS unknowingly relied on inaccurate information, specifically that MRE was covered under Defendants' insurance policy, in awarding MRE the Webco Job.

50. The failure of Progressive and/or CoverWallet to report the cancellation of MRE's insurance coverage to the FMCSA in a timely manner was reckless and grossly negligent, in that it allowed MRE to continue to operate a commercial truck on public roadways without liability coverage, leaving PLS with no recourse other than initiating costly litigation against MRE to recover the cost of damages to the Webco Goods caused by the above-listed Defendants' insured, Defendant MRE.

51. As a direct and proximate result of the above-listed Defendants' negligence, PLS was denied insurance benefits for damages in the amount of \$84,039.97 caused by said Defendants' insured, MRE.

WHEREFORE, PLS demands judgment against Progressive and CoverWallet in the amount of \$84,039.97, together with costs, interest and such other relief as this Court deems appropriate.

Respectfully submitted,

MYERS LAW GROUP, LLC



Jeffrey P. Myers, Esquire
Pa. I.D.# 90677
Benjamin J. Steinberg, Esquire
Pa. I.D. # 308777
17025 Perry Highway
Warrendale, PA 15086
(P) 724-778-8800
(F) 724-779-9650

6/15/2018

New Registered Carrier Notice

Business Name	Mre Trucking
MC Number	MC066884
US DOT Number	3081362
RMIS Carrier ID	1335814
W9 Name:	M R E-Moneyrunning Enterprize, LLC
Main Address	9000 Crowne Springs Circle
	Louisville, KY 40241
	USA
Pay To Name	G Squared Funding, LLC
Pay To Address	690 Vlg Trace NE, Bldg 21 Ste 2120
	Marietta, GA 30067
	USA
Pay To Email	mre-enterprize@gmx.com
The Pay To is a Factoring Company	Yes
Contact	Donita Shields
Title	OWNER



Phone	816-824-7955
Fax	513-672-0215
Email	mre-enterprise@gmx.com

Is Attached? Yes	Attached ID	Attached Date
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6/15/2018 11:48:58 AM

DBA Name:	MRE TRUCKING
Legal Name:	M R E-MONEYRUNNING ENTERPRIZE, LLC
Address:	9000 CROWNE SPRINGS CIRCLE
	LOUISVILLE, KY 40241
Phone:	8168247955
Mailing Address:	PO BOX 643
	CINCINNATI, OH 45201
Mailing Phone:	8168247955
DOT Census:	

DBA Name:	M R E TRUCKING		
Legal Name:	M R E-MONEYRUNNING ENTERPRIZE LLC		
Email:	MRE-ENTERPRIZE@GMX.COM		
Address:	9000 CROWNE SPRINGS CIRCLE UNIT 100 LOUISVILLE, KY 40241		
Mailing Address:	2850 LAFEUILLE AVE #4 CINCINNATI, OH 45211		
Phone:	8168247955		
Operating Status:	Operating Status	OOS Date	
	AUTHORIZED FOR Property		
Authority:	Common Authority	Contract Authority	Broker Authority
	A	N	N
Authority Grant Date:	3/1/2018		
Safety Rating:	Rating	Rating Date	Review Type
	None	None	Review Date

DOT Census Total Truck(s): 3

Name (as shown on your income tax return) M R E-MoneyRunning Enterprize LLC

Business Name MRE TRUCKING

Company Type Limited Liability Company

Is Limited Liab? No

Limited Liability Tax Class C Corporation

Exempt Payee Code

FATCA code

W9 Address 9000 Crowne Springs Circle

W9 City Louisville

W9 State KY

W9 Zip 40241

Contact Name Donita Shields

EW9 Create Date 6/15/2018 11:47:03 AM

EIN 82-3363604

TIN Certified	Yes
TIN Validation Reason	TIN and Name combination matches IRS records.
TIN Checked By	RMIS Automation
TIN Check Date	6/15/2018 11:15:54 AM

[\[Print Agreement\]](#)

Agreement Date Friday, June 15, 2018

Agreed? Yes

Company Name Mre Trucking

Contact Name Donita Shields

Contact Title OWNER

Contact Email mre-enterprise@gmx.com

Agreement

Carrier ID: 1335814

Carrier Name: Mre Trucking **Agreement Date:** 6/15/2018 11:44:51 AM (Pacific Time)

Address: 9000 Crowne Springs Circle **MC Number:** MC066884

City, State & Zip: Louisville, KY 40241 **US DOT Number:** 3081362

Contact: Donita Shields**Phone:** 816-824-7955**CARRIER TERMS OF USE**

PLSPRO.com¹ PROVIDES A WEB SITE LOCATED ON THE INTERNET AT <http://www.PLSPRO.com> (THE 'SITE' or 'PLSPRO.com') TO FACILITATE TRANSPORTATION SERVICES. THROUGH THE SITE, REGISTERED CARRIERS MAY MAKE OFFERS TO PROVIDE TRANSPORTATION SERVICES, PARTICIPATE IN THE CARRIER COMMUNITY, AND GAIN ACCESS TO RELEVANT INDUSTRY INFORMATION AND SERVICES. These Terms of Use describe the terms and conditions applicable to your use of this Site and shall apply to all transactions awarded through it. BY PROVIDING YOUR OPERATING AUTHORITY, INSURANCE CERTIFICATE, AND A COMPLETED W9 FORM TO PLSPRO.COM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS A DULY AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, YOU CAN FORM LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR COMPANY UNDER APPLICABLE LAW. Upon receipt of these documents, PLSPRO.com will designate you as a Registered Carrier ('CARRIER').

1. CARRIER understands and agrees that by entering a rate and clicking 'Enter Rate' CARRIER is making an offer to provide transportation services for the shipment listed on that web page at the proposed rate² and that rate may be accepted by PLSPRO.com to form a binding agreement for transportation services. CARRIER represents that rates entered at this Site are all inclusive rates for each shipment, including accessorial charges. Any rules or tariff of CARRIER are inapplicable. On or before the time stated on the Site during which offers may be accepted, PLSPRO.com expects to select a CARRIER and accept an offer for transportation services. However, prior to award, eflatbed.com reserves the right to withdraw the shipment from the Site. In addition, if no acceptable rate offers are submitted, PLSPRO.com reserves the right to contact a CARRIER and attempt to negotiate a different rate. PLSPRO.com shall notify CARRIER of an acceptance of transportation services and confirm shipment and shipment details.
2. CARRIER shall sign a bill of lading or receipt for each shipment tendered to it in the form required by PLSPRO.com, which form shall, among other things, identify the Shipper for whom CARRIER is performing the Transportation Service. If any terms, conditions, or provisions of any bill of lading or other form of freight receipt or contract for each shipment, except as provided herein in paragraph 24, are inconsistent with any term or provision of this Contract, this Contract shall control. Upon delivery of each shipment, CARRIER shall obtain a receipt from the consignee in a form acceptable to PLSPRO.com, setting forth the goods delivered, correct count, condition of such goods and date and time of delivery. Furthermore, CARRIER agrees to confirm delivery of each shipment through the PLSPRO.com website.
3. CARRIER and PLSPRO.com agree that the Transportation Services provided are for specified services under specific rates and conditions pursuant to 49 U.S.C. Section 14101 (b). CARRIER and PLSPRO.com agree to be bound by the provisions herein and, as provided in 49 U.S.C. Section 14101 (b), hereby expressly waive all rights and remedies contained in the ICC Termination Act of 1995, 49 U.S.C. Sections 13101, et seq. (and all regulations promulgated thereunder, including but not limited to, 49 C.F.R. § 371.10) for transportation covered under these terms; provided, however, the provisions relating to registration, insurance and safety fitness and any other provisions expressly agreed to or incorporated by reference herein shall not be waived. CARRIER acknowledges, understands, and agrees that it is responsible for complying with all laws, statutes, rules, regulations and policies relating to, among other things, the packaging, load securement, bills of lading, loading, and movement of any material for all shipments hereunder, including, without limitation, rules, regulations and policies issued from time to time by PLSPRO.com or on behalf of Shipper.

4. CARRIER agrees that the Transportation Service shall be for the prompt transportation of products on behalf of shippers (each a 'Shipper' and collectively 'Shippers') as arranged by or through PLSPRO.com to and from points and places as are from time to time designated by PLSPRO.com and made a part of these Terms, subject to the provisions herein and the limitations of CARRIER'S operating authority. CARRIER covenants and agrees that the Transportation Service to be provided by CARRIER shall include, without limitation, the following:
 - i. the procurement of necessary approvals, authorities or licenses from all applicable governmental agencies or regulatory authorities;
 - ii. the provision of motor vehicles and allied equipment ('VEHICLES');
 - iii. the maintenance of the VEHICLES in a safe and roadworthy condition and in accordance with the rules and regulations of the Federal Motor Carrier Safety Administration;
 - iv. the provision of competent drivers (CARRIER shall have the right to engage such individual independent contractors or employ such individuals as it may deem necessary) CARRIER shall have sole and exclusive responsibility over the manner in which it or its employees or independent contractors perform the Transportation Service. CARRIER shall also be responsible for all liabilities with respect to the Transportation Service, including, but not limited to, all costs, expenses and liabilities (including reasonable attorneys' fees) incident to or arising out of accidents, repairs of equipment, labor, fuel and insurance. CARRIER, at its own cost and expense, shall employ or furnish competent, able and legally licensed personnel to operate the equipment used to provide service pursuant to this Contract. CARRIER shall not broker any shipment;)
 - v. proper compliance with State and Federal safety regulations and with safety regulations of the applicable Shipper, to the extent provided to CARRIER;
 - vi. the safe, proper, and legal load securement of all products tendered to CARRIER for shipment;
 - vii. the dispatch of drivers and VEHICLES;
 - viii. timely pick-up and delivery; and
 - ix. the procurement of all supplies.
5. In the performance of Transportation Services under this Contract, CARRIER shall not use any other motor CARRIER, intermediary or broker to transport or arrange to transport any shipments tendered to CARRIER for transportation without prior written approval from PLSPRO.com. If CARRIER should directly or indirectly subcontract or broker any shipment Carrier shall assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though Carrier transported the shipment itself. Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its brokering shipments to another carrier.
6. CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common CARRIER under Title 49 of the United States Code Section 14706 for full actual loss, such liability to exist from the time of the receipt of any of said goods by CARRIER (CARRIER picks up the shipment and signs the bills) until proper delivery has been made. Claims against CARRIER shall be acknowledged within thirty (30) days of receipt by CARRIER. Claims shall be processed by CARRIER in accordance with 49 CFR Part 370 (claim regulations), except that all claims shall be paid, settled or disallowed by CARRIER within sixty (60) days of filing. It is understood that exclusions in the carrier's insurance policy will not limit the carrier's financial liability to resolve claims.

7. Subject to the provisions of this section 6 and section 7 below, PLSPRO.com shall make payment for the freight charges to CARRIER within thirty-four (34) days from the last day of the week during which the shipment paperwork was received by PLSPRO.com, and shall make payment for accessorial charges within thirty-four (34) days from the date of receipt of CARRIER'S invoice for such accessorial charges. PLS REQUIRES AN INVOICE, BILL OF LADING OR PROOF OF DELIVERY FROM CARRIER [AS NOTED ON THE LOAD AT TIME OF DISPATCH], PLS SHALL MAKE PAYMENT WITHIN THIRTY-Four (34) DAYS FROM RECEIPT OF REQUESTED PAPERWORK. CARRIER agrees to notify PLSPRO.com within sixty (60) days from receipt of the statement of errors or omissions relating to the statement; after such time CARRIER waives the right to claim that any additional freight charges are due.
8. PLSPRO.com shall have the exclusive right to handle all billing of charges to Shippers relating to shipments tendered to and accepted by CARRIER. CARRIER shall communicate only with PLSPRO.com. CARRIER shall send its freight bills for shipments and invoices for accessorial charges only to PLSPRO.com. CARRIER agrees that PLS is the sole party responsible for payment of CARRIER'S invoices and that, under no circumstances, will CARRIER seek payment from any Shipper, consignee or other customer of PLS.
9. In the event that CARRIER fails to perform as agreed or if CARRIER becomes liable to PLSPRO.com for any amount due, PLSPRO.com shall have the right to deduct the amount of the damages that PLSPRO.com incurs due to such failure or on account of such liability from any monies that CARRIER is owed. The right of offset provided for in this Section 9 shall not be PLSPRO.com's exclusive remedy, but rather it shall be in addition to any other legal or equitable remedies that PLSPRO.com may be entitled to pursue against CARRIER.
10. CARRIER shall not cause or permit and hereby waives and releases any lien or encumbrance arising out of acts of or claims against PLSPRO.com to be entered or levied upon, or otherwise to exist upon, goods transported under this Contract, including but not limited to any liens for charges which may be due to CARRIER for any particular shipment or prior shipment. CARRIER agrees that it shall remove any such lien or encumbrance immediately upon becoming aware of the existence thereof. CARRIER further agrees that under no circumstances will it assert a lien or encumbrance on any goods transported, or fail or refuse to make delivery of any goods transported, as a result of any unpaid charges or dispute over unpaid charges. CARRIER agrees to execute any instruments or documents as reasonably requested by PLSPRO.com in connection with the foregoing agreement. CARRIER agrees to indemnify, defend and hold harmless PLSPRO.com for any and all damages suffered by PLSPRO.com as a result of CARRIER's failure to comply with the provisions of this Section 9.
11. All shipment information on the Site is proprietary and confidential to PLSPRO.com. CARRIER agrees not to use this Site to identify shippers of flatbed freight and back solicit or circumvent the services of PLSPRO.com.
12. CARRIER must maintain on file with PLSPRO.com all applicable proof of operating authority, a certificate of insurance naming PLSPRO.com as certificate holder, and a completed IRS W-9 form (W-8 form if in Canada). At a minimum, insurance coverage shall include
 - i. one million (\$1,000,000.00) dollars auto liability including bodily injury and property damage
 - ii. one million (\$1,000,000.00) dollars comprehensive general liability, per occurrence and two million (\$2,000,000.00) dollars annual aggregate

- iii. one hundred thousand (\$100,000.00) dollars motor carrier cargo liability or other great amounts as may be required by law. It is understood that exclusions in the carrier's insurance policy will not limit the carrier's financial liability to resolve claims.
- iv. Workers compensation, if applicable, in an amount not less than the statutory limits for the state(s) or province(s) in which CARRIER provides transportation services under these terms of use.

13. CARRIER shall indemnify, defend and save harmless Shipper from and against any and all losses, damages, claims, demands, costs, expenses, suits and liabilities (including reasonable attorney's fees) that arise from injuries or death to persons or damage to property caused by motor carrier's acts or omission to act, or the acts or omissions to act of those persons furnished by CARRIER, or in any way arising out of the performance of transportation services by CARRIER (excluding any of the like that arise or are associated with transportation services which are provided within Mexico).

14. CARRIER shall immediately notify PLSPRO.com if there is a change in CARRIER's DOT safety fitness rating or change in operating authority. Upon receipt of an unsatisfactory DOT safety fitness rating, PLSPRO.com shall have the right to suspend the use of CARRIER'S user name and password.

15. CARRIER shall pick up and deliver each shipment awarded to it strictly according to the requirements set forth in the award notification, and CARRIER recognizes and agrees that time is of the essence for all shipments, including certain shipments designated as 'critical' or 'hot' loads with extremely time sensitive delivery windows. CARRIER agrees to comply with all statutes, rules and regulations of all jurisdictional agencies for shipments awarded at this Site and shall not use this Site to facilitate price fixing or other conduct in violation of antitrust laws or other applicable laws or regulations. PLSPRO.com reserves the right to suspend a CARRIER'S user name and password for service failures, inappropriate use of the Site, or other reasons identified by PLSPRO.com.

16. CARRIER shall be responsible to assure that all shipments are properly protected, loaded, unloaded, and secured. If applicable CARRIER shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food related products, including (but not limited to) the Sanitary Transportation of Human and Animal Food regulations (21 C.F.R. 1.1900, et seq.) promulgated under the Food Safety Modernization Act, 49 U.S.C. 5701. CARRIER shall also remain liable for the full actual loss, damage, or injury to the shipper's property as if it were a motor carrier providing common carriage services. CARRIER shall promptly communicate to PLSPRO.com any problems that occur during transit within 24 hours after such incident.

17. CARRIER recognizes that PLSPRO.com is providing a forum to facilitate transportation transactions and shall defend, indemnify, and hold harmless, PLSPRO.com from and against any loss, liability, damages, claims, fines, costs or expenses, including reasonable attorney's fees, arising from or relating to CARRIER'S operations for shipments awarded through this Site or breach or violation of any of the terms herein, including but not limited to:

- i. all losses, damages, expenses (including reasonable attorneys' fees and costs), actions and claims for injury to or death of persons and damage to property arising out of or in connection with the loading, handling, transportation, unloading or delivery of any shipments pursuant to these terms;

- ii. all losses, damages or expenses (including reasonable attorneys' fees and costs) incurred by PLSPRO.com from any failure by CARRIER to comply with these terms; and
- iii. all acts performed by CARRIER, its agents, independent contractors, employees or helpers arising out of or under these terms, including but not limited to criminal acts, gross negligence, and intentional or negligent conduct, in violation of any federal, state or local governmental law, rule or regulation.

18. All transactions awarded through this Site shall be deemed to be handled by CARRIER providing contract carriage services. To the extent permitted by law, CARRIER and PLSPRO.com agree to be bound solely by the provisions contained herein and waives all right and remedies under the ICC Termination Act of 1995 or applicable regulations.

19. CARRIER and PLSPRO.com are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by CARRIER'S acceptance of these terms of use or use of the Site. CARRIER shall have the sole responsibility for the compensation of its employees independent contractors or agents including the cost of statutory benefits and taxes.

20. CARRIER agrees that neither CARRIER nor any of it's employees, agents, independent contractors or other persons performing services for or on behalf of CARRIER in connection with CARRIER's obligations under these terms of use will, directly, or indirectly, hire, solicit for employment, induce or attempt to induce any employee of PLS or any of its Affiliates to leave their employment with PLS or any Affiliate for a period of one year after written termination of these terms of use.

21. PLSPRO.com PROVIDES THIS SITE ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND WITHOUT WARRANTY OR CONDITION, EXPRESS OR IMPLIED. CARRIER AGREES THAT USE OF THIS SITE IS AT CARRIER'S SOLE RISK. PLSPRO.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND (III) THAT SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, AND/OR ERROR-FREE.

22. IN NO EVENT SHALL PLSPRO.com BE LIABLE TO CARRIER FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR OTHER LOSS ARISING OUT OF OR RESULTING FROM USE OF THIS SITE EVEN IF PLSPRO.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF PLSPRO.com AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY.

23. All content on the Site, including text, graphics, logos, button icons, images, and the selection and arrangement of such content is the exclusive property of PLSPRO.com or its licensors and is protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

24. The trademarks, service marks, designs and logos (collectively, the 'Trademarks') displayed on this Site are the registered and unregistered Trademarks of PLSPRO.com and its licensors. Your use of the Trademarks displayed on this Site, except as provided in these Terms, is strictly prohibited.
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26. Services offered on this web site are subscription-based, which are part of PLS Network Advantage Plus. If your company has at least one password to this website, you are a PLS Network Advantage Plus subscriber and have agreed to pay all charges, including applicable taxes, in accordance with the Terms in effect at the time the fee or charge becomes payable. PLSPRO.com reserves the right to change the amount of, or basis for, determining any fees or charges for use of this Site, and to implement new fees, charges, or terms effective upon prior notice to CARRIERS. PLSPRO.com reserves the right to terminate any CARRIER at any time for any reason. Subscription fees will be automatically renewed each month and will be deducted from the first settlement check due each month. The subscription will be cancelled upon receipt of notification from the CARRIER.
27. CARRIER's right to use the Network is subject to any limits established by PLSPRO.com. PLSPRO.com reserves the right to either terminate CARRIER's access and account, thereby terminating this Agreement and all obligations of PLSPRO.com hereunder.
28. Unless otherwise specifically agreed in writing, every shipment tendered to CARRIER by PLS shall be deemed to be handled by CARRIER pursuant to these terms and conditions, unless otherwise specifically agreed to in writing and signed by duly authorized representatives of the parties.
29. The parties agree that this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws provisions. In the event that litigation is initiated, the parties agree that exclusive venue for any such legal action shall lie only in the State Court located in Beaver County, Pennsylvania.
30. CARRIER shall not assign any rights, duties, or obligations under this Agreement without the prior written consent of PLSPRO.com.
31. PLSPRO.com may amend these Terms of Use at any time by posting the amended terms and conditions of the Site and the effective date of any such amendment will be the date on which the amended terms and conditions are posted.

32. To the extent that these Terms of Use are inconsistent with the terms of any other agreement currently in effect between CARRIER and PLSPRO.com or any of its affiliates, including Pittsburgh Logistics Systems, Inc., the terms of such other agreement, and not these Terms of Use, shall govern the relationship between CARRIER and PLSPRO.com or such affiliate, unless the parties specifically agree otherwise. If any provision of these Terms of Use is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of the Terms of Use, which shall remain in full force and effect. Either party's failure strictly to enforce any provision of these Terms of Use shall not be construed as a waiver or modification thereof excusing the other party from performance.

33. It is agreed that there are no oral representations, agreements, or understandings affecting this instrument and that any future representation, agreements, understandings or waivers must be reduced to writing in order to be binding upon the parties. Either party's failure strictly to enforce any provisions of this Contract shall not be construed as a waiver or modification thereof excusing the other party from performance.

¹PLSPRO.com, as used herein, shall also include Pittsburgh Logistics Systems, Inc and Quadrivius, Inc, its parent company.

²It is understood that the proposed rate may be a product of an estimated weight, which is subject to adjustment based upon actual independently verified weight or the weight as recorded on the bill of lading. The proposed rate, to the extent it is a product of estimated mileage, is subject to adjustment based upon actual verified mileage

[X] "I, Donita Shields, am the OWNER for Mre Trucking. I am authorized to execute the contract set out above dated 6/15/2018 11:44:51 AM Pacific Time between PLS Logistics Services and Mre Trucking and legally bind the company to the terms and conditions set forth therein. This electronic signature serves as an original and any electronic version and other signatures are incorporated as if originals into the original document. This electronic signature shall have the same force and effect as an original source.

BY CLICKING THE ACCEPTANCE BUTTON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING ON MRE TRUCKING. I UNDERSTAND AND ACKNOWLEDGE THAT MRE TRUCKING IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT."

History ID 2635030

Agreement History

Friday, June 15, 2018 11:11:31

Type	Date	Agreed?	Contact
------	------	---------	---------

A-12

<u>Policy Number</u>	Friday, June 15, 2018 11:11:38	True	Donita Shields
<u>Policy Number</u>	Friday, June 15, 2018 11:45:17	True	Donita Shields

No operating areas were found.

Producer Type	Auto
Producer Name	PROGRESSIVE
Phone	646-844-9933
Fax	999-999-9999
Email	freightloads1@gmail.com
Policy Number	000000000
Producer Type	Cargo
Producer Name	PROGRESSIVE
Phone	646-844-9933
Fax	999-999-9999
Email	freightloads1@gmail.com

Policy Number	000000000
Producer Type	General Liability
Producer Name	PROGRESSIVE
Phone	646-844-9933
Fax	999-999-9999
Email	freightloads1@gmail.com
Policy Number	000000000

Modes

LTL, Expedite

Commodities

Any

Tractor / Trailer Information

Tractors 2

SCAC Code

Dry Van 2

Flatbed 0

Refrigerated	0
Chassis	0
Tanker	0
Bulk	0
Other	0

Certifications

SmartWay	No
C-TPAT	No
FAST	No
TWIC	No
CARB	No
HazMat Certification?	No
HazMat Cert Expiration Date (carrier reported)	
HazMat Verified by RMIS?	No
Safety Permit (HM 232)	No
Safety Permit Text Agreed?	

Other Information

Intrastate State

Intrastate Authority ID

Diversity Information

M/WBE N/A

SBE/DSBE N/A

Certifying Entity N/A

Pay To Information

The Pay To is a Factoring Company Yes

ACCOUNTSPAYABLE

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

AFTERHOURS

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

CLAIMS

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

CORPORATE

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

DISPATCH

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

DISPATCH2

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

DISPATCH3

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

SALES

Donita Shields
OWNER
mre-enterprize@gmx.com

Phone: 816-824-7955
Fax: 513-672-0215
Cell: 816-824-7955

No notes are on file.

Certificate:

Cert ID: 1744511
 Last Changed: 3/8/2018 7:04:03 AM

Producer:

Company Name: CWallet Ins In Calif

Address: 100 Ave Americas FL16

City/St/Zip: New York, NY 10016

Phone: 646-844-9933

Fax

Email: info@coverwallet.com

AUTO	VALID	Limit Description	Amount
Status:	Active	Bodily Injury/Property Damage CSL	\$1,000,000
Effective	2/16/2018	Category Description	
Expires:	2/16/2019	Scheduled Autos Only	
Policy:	06546730-0		
Underwriter:	Progressive Preferred Insurance Co		
Underwriter's AM Best Rating	A+		

CARGO	VALID	Limit Description	Amount
Status:	Active	Cargo Limit	\$100,000
Effective:	2/16/2018	Ded	\$1,000
Expires:	2/16/2019	Category Description	
Policy:	06546730-0	See Description Section	
Underwriter:	Progressive Preferred Insurance Co	See Second Page	
Underwriter's AM Best Rating:	A+		

EMPLOYERS NON OWNED AUTO BIPD	VALID	Limit Description	Amount
Status:	Active	Combined Single Limit	\$1,000,000
Effective:	2/16/2018		
Expires:	2/16/2019		
Policy:	06546730-0		
Underwriter:	Progressive Preferred Insurance Co		
Underwriter's AM Best Rating:	A+		

No corrective action plan on file.

Alcohol	Yes
CopperPreciousMetals	Yes
DestinationStates	LA,GA
Electronics	Yes
EmployeeTheftFraud	Yes
Garments	Yes
OriginStates	MI,MO,OH
PLSRepresentative	fsutton@plslogistics.com
ReeferMechanicalBreakdown	Yes
Seafood	Yes
SpoilagePerishableGoods	Yes

5388 Sterling Center Drive, Westlake Village, CA 91361

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800-400-4924

If you no longer wish to receive these emails, [click here](#) for further instructions.



CHALLET NS N.C.A.F.
130 AVE AMERICAS 1116
NEW YORK, NY 10016
(212) 544-6511

Policy number: 06546736-0

Underwritten by
PROGRESSIVE COMMERCIAL INSURANCE CO
March 7, 2018
Page 1 of 1

Certificate of Insurance

Certificate Holder

REGISTRY MONITORING INSURANCE
5348 STEPPING CENTER DR
WESTLAKE VILLAGE, CA 91361

Insured
M-F RE-MONEYRUNNING
ENTERTAINMENT, LLC
M-F TRUCKING
2850 CAREFREE AVENUE
CINCINNATI, OH 45211

Agent
CHALLET NS N.C.A.F.
130 AVE AMERICAS 1116
NEW YORK, NY 10016

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 15, 2018

Policy Expiration Date: Feb 15, 2019

Insurance coverage(s)

	Limits
SODIUM INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
VEHICLE TRUCKING CARGO	\$120,000 W/\$1,000 DED
EMPLOYER'S NON OWNED AUTO & PD	\$1,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2018 FORD F150 XLT 4X4 BACH CDRS 5.0L V8 3.79

Stated Amount: \$130,000

COMPREHENSIVE \$1,000 DED

COLLISION \$2,500 DED

2017 INT'L 430 4THWMMW/KH-693811

Stated Amount: \$19,000

COMPREHENSIVE \$1,000 DED

COLLISION \$2,500 DED

1995 FORD F150 XLT 4X4 BACH CDRS 5.0L V8 3.79

PLAINTIFF'S
EXHIBIT

B-1

B-1

Addresses

Business Address: **9000 CROWNE SPRINGS CIRCLE
LOUISVILLE, KY 40241**
 Business Phone: **(816) 824-7955** Business Fax: **Fax: (513) 672-0215**
 Mail Address: **PO BOX 643
CINCINNATI, OH 45201**
 Mail Phone: **(816) 824-7955** Mail Fax: **Fax: (513) 672-0215** Undeliverable Mail: **NO**

Authorities:

Common Authority:	ACTIVE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	NO	Bond on File:	NO

INTERSTATE AUTHORITY LLC

Insurance History:

Form: 91X	Type: BIPD/Primary			
Policy/Surety Number: CA 6546730	Coverage From	\$0	To:	\$750,000
Effective Date From: 02/23/2018	To: 02/26/2018		Disposition:	Replaced

Insurance Carrier: PROGRESSIVE PREFERRED INSURANCE CO.
 Attn: CUSTOMER SERVICE
 Address: P.O. BOX 94739
 CLEVELAND, OH 44101 US
 Telephone: (800) 444 - 4487 Fax: (440) 603 - 4555

Form: 91X	Type: BIPD/Primary			
Policy/Surety Number: CA 6546730	Coverage From	\$0	To:	\$1,000,000
Effective Date From: 02/26/2018	To: 07/09/2018		Disposition:	Cancelled

Insurance Carrier: PROGRESSIVE PREFERRED INSURANCE CO.
 Attn: CUSTOMER SERVICE
 Address: P.O. BOX 94739
 CLEVELAND, OH 44101 US
 Telephone: (800) 444 - 4487 Fax: (440) 603 - 4555

DAT CarrierWatch

07/18/18 08:51:32 AM (PDT)

Messages

YOUR VENDOR IDS & NOTES

INFORMATION			SOURCE: FMCSA
DOCKET	LEGAL NAME	DOT NUMBER	INTRASTATE/CODE
MC66884	M R E-MONEYRUNNING ENTERPRIZE LLC	3081362	
ENTITY TYPE	DBA NAME	OPERATION TYPE	
CARRIER	M R E TRUCKING	Interstate	
OPERATING STATUS	BUSINESS ADDRESS	POWER UNITS	DRIVERS
AUTHORIZED FOR Property	9000 CROWNE SPRINGS CIRCLE UNIT 100 LOUISVILLE, KY 40241	2	2
DUNS	BUSINESS PHONE 816-824-7955	BUSINESS FAX 513-672-0215	MCS-150 FORM DATE 02/22/18
SCAC	MAILING ADDRESS PO BOX643 CINCINNATI, OH 45201		MCS-150 FORM MILEAGE 1 / 2017
MAILING PHONE	MAILING FAX 513-672-0215		OUT OF INTERSTATE SERVICE No
816-824-7955			
COMMODITIES			
General Freight			
SPECIAL COMMODITIES			

PERMIT/authority STATUS AS OF 07/17/18	SOURCE: FMCSA	INSURANCE REQUIREMENTS			SOURCE: FMCSA
AUTHORITY TYPE	STATUS	APPLICATION PENDING	INS. TYPE	REQUIRED	ON FILE
Common	Active	No	BIPD	\$750,000	\$1,000,000
Contract	None	No	Cargo	No	No
Broker	None	No	Bond	No	No
	FREIGHT	PASSENGER	HHG		
	Yes	No	No		

ACTIVE/PENDING INSURANCE AS OF 07/17/18		SOURCE: FMCSA
91X / BIPD	POLICY/SURETY	INSURANCE CARRIER
	CA 6546730	PROGRESSIVE PREFERRED INSURANCE CO.
	COVERAGE FROM	CONTACT
	\$0	CUSTOMER SERVICE
	COVERAGE TO	PHONE
	\$1,000,000	440-603-4555
	800-444-4487	
	EFFECTIVE DATE 07/09/18	ADDRESS P.O. BOX 94739
	CANCELLATION DATE 07/20/18	CLEVELAND, OH 44101

NOTE: If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freightforwarders). The carrier may actually have higher levels of coverage.

DAT CarrierWatch

07/18/18 08:51:32 AM (PDT)

SAFETY DATA (AS OF 07/17/18)					SOURCE: FMCSA			
SAFETY RATING	EFFECTIVE	TOTAL INSPECTIONS (US) (PAST 24 MOS)	TOTAL INSPECTIONS (EP)	TOTAL INSPECTIONS (CANADA)				
None		2	0	0				
REVIEW TYPE	REVIEW DATE	INSP. TYPE	# OF INSP.	OUT OF SERV(%)	NATL AVG (09-10)			
None		Vehicle	2	0(0.0%)	20.72%			
PREVIOUS RATING	EFFECTIVE	Driver	2	1(50.0%)	5.51%			
None		Hazmat	0	0(0.0%)	4.50%			
		IEP	0	0(0.0%)	N/A			
		Vehicle - Canada	0	0(0.0%)				
		Driver - Canada	0	0(0.0%)				
CRASHES (24 MOS)	TOTAL	FATAL	INJURY	TOW				
US	1	0	0	1				
CANADA	0	0	0	0				
INSURANCE					SOURCE: DAT			
QUICK RATING	INSURANCE IN THE NAME OF							
	M R E-MONEYRUNNING ENTERPRIZE LLC / M R E TRUCKING							
CARGO STATUS	ADDRESS							
Cancellation Pending	2850 LAFEUILLE AVE #4 CINCINNATI, OH 45211							
PHONE	FAX		EMAIL					
CARGO LIMIT(S)								
Limit \$100,000								
CARGO	STATUS	POLICY/SURETY						
	Cancellation Pending	065467300						
EFFECTIVE	AGENT	AGENT PHONE						
02/16/18	COVERWALLET, INC. - AUTO	646-844-9933						
EXPIRES	CANCELLED	LAST UPDATED						
02/16/19	07/20/18	07/17/18						
UNDERWRITER	PROGRESSIVE CASUALTY INSURANCE COMPANY							
LIMIT(S)	COVERAGE DETAILS							
Limit \$100,000								
AUTO	STATUS	POLICY/SURETY						
	Cancellation Pending	065467300						
EFFECTIVE	AGENT	AGENT PHONE						
02/16/18	COVERWALLET, INC. - AUTO	646-844-9933						
EXPIRES	CANCELLED	LAST UPDATED						
02/16/19	07/20/18	07/17/18						
UNDERWRITER	PROGRESSIVE CASUALTY INSURANCE COMPANY							
LIMIT(S)	COVERAGE DETAILS							
Combined Single Limit (Each Accident) \$1,000,000	Scheduled Autos							

DAT CarrierWatch

07/18/18 08:51:32 AM (PDT)

Self Profile

SOURCE: M R E-MONEYRUNNING
ENTERPRISE LLC

COMPANY OVERVIEW

PRIMARY CONTACT	PRIMARY TITLE	CORPORATION TYPE
Donita Shields	DISPATCH	Corporation
PHONE	EMAIL ADDRESS	ADDRESS
816-824-7955	mre-enterprise@gmx.com	9000 CROWNE SPRINGS CIRCLE UNIT 100 LOUISVILLE, KY 40241
YEAR FOUNDED SCAC CODES	VETERAN OWNED	WOMAN OWNED
2018	No	Yes
MINORITY OWNED	MINORITY TYPE	CERTIFIED BY NMSDC
No		No

EQUIPMENT

POWER UNITS	OWNER OPERATORS	EQUIPMENT TYPES & QTY			
4	0	1 Van 53ft 2 Flatbed 48ft 2 Auto Carrier 1 Deck (Stretch Trailer) 2 Van			
COMPANY DRIVERS	NUMBER OF TEAMS				
4	2				
ON BOARD COMMUNICATIONS	Cell				
EQUIPMENT ATTRIBUTES					
AirRide	Conestoga	HotShot	Insulated	Vented	
Chains	Cell	Contain	ETRAC	Garment	Pad
Racks	Racks	rLoops		Racks	Wraps

CERTIFICATIONS

Hazmat Certified	Radioactive Freight	Responsible Care Carrier	ACE Certified
C-TPAT Member	TWIC Cardholder	TSA Registered	
SmartWay Carrier	CARB Compliant Trucks	100% CARB Compliant TRUs	

SERVICES

EDI	Spotted Trailers	Trailer Interchange	ExtraWide/Heavy/Long Loads
Pallet Exchange	Brokerage	Parcel	UPS Carrier
LTL Capabilities	Expedited Ground	Multi-Stops	Service to Mexico
Rail Drayage	Port Drayage	Air Freight Cartage	
Parts Serviced		Airports Serviced	

OTHER SPECIAL SERVICES

OTHER SPECIAL SERVICES

PREFERRED LANES

OH to TX

SHIPMENT STATES

ZONE 0	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8	ZONE 9
ME	NY	MD	TN	MI	MT	NE	OK	ID	AK
NH	PA	VA	MS	IN	ND	KS	AR	WY	WA
VT	DE	WV	AL	OH	SD	MO	TX	NV	OR
MA		NC	GA	KY	MN	IL	LA	UT	CA
CT		SC	FL		WI			CO	HI
RI					IA			AZ	
NJ								NM	

DAT CarrierWatch

07/18/18 08:51:32 AM (PDT)

CANADIAN PROVINCES

Alberta	New Brunswick	Nova Scotia	Quebec
British Columbia	Newfoundland & Labrador	Prince Edward	Saskatchewan
Manitoba	Northwest Territories	Ontario	Yukon

PROGRESSIVE CLAIMS
4650 38TH AVE S
SUITE 160
FARGO, ND 58104

PROGRESSIVE®

500364 4796 1 AB 0 408 CLTRSO1W 022 004796

**Underwritten By:
Progressive Preferred Insurance
Company**

Claim Number: 18-5642178
Loss Date: July 17, 2018
Document Date: August 13, 2018
Page 1 of 1

PLS LOGISTICS
3120 UNIONVILLE
CRANBERRY, PA 16066

claims.progressive.com

Track the status and details of your claim,
e-mail your representative or report a
new claim.

Important information about your claim

I've finished reviewing your claim. Unfortunately, after investigating all the available information, I was unable to find valid coverage for this incident and we won't be able to pay your claim. If you have your own insurance carrier, you may want to check with them to see if you have coverage under that policy.

If you have any questions or additional information that might help me find coverage for this incident, please call me at the number below.

Thank you

AMBER ZULIM
Claims Department
1-701-566-6290
1-800-PROGRESSIVE (1-800-776-4737)
Fax: 1-701-277-1078

CC: CNA

Form 2522-88 (11-13-77)

2018546



VERIFICATION

I, Chris Ristau of Pittsburgh Logistics Systems, Inc., verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

10/15/18
Date



Plaintiff

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

**PITTSBURGH LOGISTICS
SYSTEMS, INC.,**

Plaintiff,

vs.

**M R E – MONEY RUNNING
ENTERPRIZE, LLC (D/B/A MRE
TRUCKING); PROGRESSIVE
CASUALTY INSURANCE COMPANY;
and COVERWALLET, INC.,**

Defendants.

CIVIL DIVISION

CASE NO.:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 16th day of October, 2018, a true and correct copy of the foregoing Complaint in Civil Action was served by first class, United States regular mail addressed to:

M R E – Money Running Enterprize, LLC d/b/a MRE Trucking
9000 Crowne Springs Circle
Louisville, KY 40241

Progressive Casualty Insurance
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

CoverWallet, Inc.
100 Ave. of the Americas, Floor 16,
New York, NY, 10013.

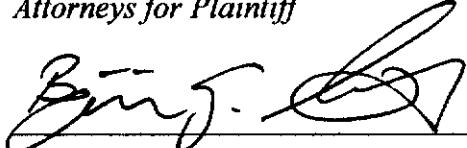


Jeffrey P. Myers, Esquire
Benjamin J. Steinberg, Esquire
Attorneys for Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Myers Law Group, LLC
Attorneys for Plaintiff

Signature: 

Name: Benjamin J. Steinberg, Esq.

Attorney No.: 308777

MANUFACTURER
PROTHONOTARY
SEASIDE COUNTY, PA

2018 OCT 16 PM 1:29

FILED OR ISSUED

RECEIPT FOR PAYMENT

=====

Beaver County Prothonotary
 NANCY WERME
 Beaver, PA 15009

Receipt Date 10/16/2018
 Receipt Time 13:24:34
 Receipt No. 469796

PITTSBURGH LOGISTICS (vs) MRE MONEY RUNNUNG ENTERPRIZE

Case Number 2018-11358

Received of: MYERS LAW GROUP
MC

----- Transaction Distribution -----

<u>Cost/Fee Description</u>	<u>Payment Amount</u>	<u>Payee Name</u>
TAX ON CMPLT	.50	BUREAU OF RECEIPTS & CNTR.M.D.
JCP SURCHARGE	40.25	BUREAU OF RECEIPTS & CNTR.M.D.
ACT 164	5.00	ACT 164
COMPLAINT FILED	109.00	TREASURER OF BEAVER COUNTY
	\$154.75	
Check# 1179	\$154.75	
Total Received.....	\$154.75	
Case Balance Due:	\$.00	

FILED OR ISSUED

2018 OCT 16 PM 1:27

 NANCY WERME
 PROTHONOTARY
 BEAVER COUNTY, PA